

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
ORPHANS' COURT DIVISION**

IN RE: CHILDREN'S HOSPITAL OF PITTSBURGH AND CHILDREN'S HOSPITAL OF PITTSBURGH FOUNDATION))))	NO. 6425 of 2001
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FINAL ORDER

INTRODUCTION

UPMC Health System ("UPMCHS") and Children's Hospital of Pittsburgh ("Children's") agreed on May 16, 2001, to merge Children's into the UPMCHS and have since entered into a definitive agreement on September 5, 2001. The Office of Attorney General of the Commonwealth ("Attorney General") is responsible for reviewing transactions effecting a fundamental corporate change which involve a transfer of ownership or control of charitable assets. UPMCHS and Children's have cooperated fully with the Attorney General's investigation of the proposed consolidation. The Attorney General has concluded its investigation of the proposed consolidation of UPMCHS and Children's, during which some concerns were raised regarding access to the charitable assets and services of Children's and the impact of this transaction on competition for healthcare services and the economy of Western Pennsylvania. UPMCHS and Children's do not believe that the consolidation impairs access or will adversely impact competition and the economy of Western Pennsylvania and desire to assure the Attorney General that they intend to operate Children's in accordance with their mission and continue their commitment of providing quality, affordable, and accessible health care to the community.

It is hereby **ORDERED:**

I. Interpretative Principles

1. UPMCHS and Children's Hospital of Pittsburgh have represented to this Court, the Attorney General and the public at large that the primary purposes of this transaction are to allow Children's Hospital of Pittsburgh to upgrade its facility, enhance its research and clinical programs and to continue to allow access to the facility for all children in need of medically necessary health services at reasonable prices regardless of which health plan is insuring them or whether or not a child is insured at all.
2. To that end, whenever a conflict arises over the meaning of this Final Order, it shall be interpreted to mean that Children's will continue to be accessible, as historically it has been accessible, to all children of the Service Area for needed medically necessary health services which Children's provides regardless of ability to pay or participation in a health plan.

II. Jurisdiction

3. This Court has jurisdiction over the subject matter of this action and each of the parties consenting to this Final Order.

III. Definitions

As used in this Final Order:

4. "UPMC Health System" ("UPMCHS") means the nonprofit tax-exempt corporation organized under the laws of the Commonwealth of Pennsylvania having its principal address at 200 Lothrop Street, Pittsburgh, PA 15213.
5. "Children's Hospital of Pittsburgh" ("Children's") means the nonprofit tax-exempt corporation organized under the laws of the Commonwealth of

Pennsylvania having its principal address at 3705 Fifth Avenue, Pittsburgh, PA 15213.

6. "Managed-Care Plan" means a health maintenance organization, preferred provider organization, or other health-service purchasing program which uses financial or other incentives to prevent unnecessary services and includes some form of utilization review.
7. "Health Plan" means all types of organized health-service purchasing programs, including but not limited to, health insurance or managed-care plans, offered by government, for-profit or non-profit third-party payors, health care providers or any other entity.
8. "Health-Care Provider" means hospitals, laboratories, physicians, physician networks, and other health care professionals.
9. "Acquire" means to purchase the whole or the majority of the assets, stock, equity, capital or other interest of a corporation or other business entity, or to receive the right or ability to designate or otherwise control the majority of directors or trustees of a corporation or other business entity.
10. "Hospital" means a health care facility, licensed as a hospital, having a duly organized governing body with overall administrative and professional responsibility, and an organized professional staff that provides 24-hour inpatient care, that may also provide outpatient services, and that has, as a primary function, the provision of inpatient services for medical diagnosis, treatment and care of physically injured or sick persons with short-term or episodic health problems or infirmities.

11. For purposes of this Final Order, "Service Area of Children's" means the Pennsylvania counties of: Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Clarion, Clearfield, Crawford, Erie, Fayette, Forest, Greene, Indiana, Jefferson, Lawrence, Mercer, Somerset, Venango, Warren, Washington, and Westmoreland.
12. "Most Favored Nations Clause" shall mean any term in a provider contract that allows the buyer to receive the benefit of a better payment rate, term or condition than that the seller gives another provider for the same service.
13. "Medically Necessary Health Services" shall mean existing medical or surgical diagnostic treatment or care generally accepted for the treatment, diagnosis, maintenance or improvement of the health needs of the child.

IV. Terms

14. Access to Children's Hospital

- 14.1. Children's and the University of Pittsburgh Physicians ("UPP") who practice full-time at Children's ("the pediatric specialists of UPP" hereafter) shall remain accessible to all children in the Service Area of Children's. Children's will provide care to all children and families who seek treatment for medically necessary health care, consistent with its historical practices.
- 14.2. A child's ability to pay, health plan, or insurance carrier shall not be relevant to the determination of whether medically necessary services will be provided by Children's or the pediatric specialists of UPP to children who live in the Service Area of Children's.

- 14.3. All children who reside in the Service Area of Children's may have access to and receive medically necessary hospital services from Children's and physician services from the pediatric specialists of UPP. Such children who reside in the Service Area of Children's and are covered by a third party payor or health plan shall pay no more than the co-payments, deductibles, or other out-of-pocket costs associated with such care than they would have paid had Children's and the pediatric specialists of UPP at Children's participated in the third party payments program or health plan of which such children are members, except if the conditions of paragraph 14.8 relating to Section 11.3 of the Integration and Affiliation Agreement have occurred. This paragraph shall not apply to payments to be made to physicians who are not employed by UPP or Children's, but who have staff privileges at Children's and provide care there.
- 14.4. UPMCHS and all insurers, networks and other payors seeking a contract, shall negotiate in good faith concerning contracts for services at Children's and by the pediatric specialists of UPP.
- 14.5. UPMCHS shall not unreasonably terminate any provider contracts to which Children's or the pediatric specialists of UPP are parties as of the date of entry of this Final Order. However, such contracts may expire at the end of their term and not be considered unreasonably terminated by UPMCHS. Any renewals would be subject to Paragraphs 14.6 through 14.19.

- 14.6. Any health plan or third party payor may at its option agree to participate in the three-step contract resolution provisions of this Judgment contained in paragraphs 14.6 to 14.19.
- A. **First step** - period of good faith negotiations. If no contract is reached during that period;
 - B. **Second step** - the process described in Section 11.3 of the Integration and Affiliation Agreement by and among Children's Hospital of Pittsburgh, Children's Hospital of Pittsburgh Foundation and UPMC Health System, dated September 5, 2001 ("Integration and Affiliation Agreement"), shall occur. If a decision adverse to a health plan is made after the process in Section 11.3 of the Integration and Affiliation Agreement;
 - C. **Third Step** - the health plan may request binding arbitration as outlined in paragraphs 14.9 to 14.15.
- 14.7. A health plan may give notice of its agreement to utilize the contract resolution provisions of this Judgment at least 90 days prior to the expiration of an existing contract with Children's or the pediatric specialists of UPP. If a health plan does not have an existing contract with Children's, it may give such notice at any time after it has notified Children's, UPMCHS or the pediatric specialists of UPP in writing of its interest in a contract with Children's hospital and/or physician services. Once a health plan makes payment required by paragraphs 14.16 or 14.17 of this Final Order, it may represent that Children's

and/or the pediatric specialists of UPP participate in the health plan products for which it is seeking a contract.

- 14.8. A health plan, Children's, UPMCHS, and/or the pediatric specialists of UPP shall negotiate in good faith toward a contract for Children's services and the services of the pediatric specialists of UPP for at least 90 days. In the event that an existing contract has expired and a contract is not reached for the services of Children's and/or the pediatric specialists of UPP, or 90 days has passed, in the case of a health plan without an existing contract, the process set forth in Section 11.3 of the Integration and Affiliation Agreement shall be followed. The health plans will be given a reasonable opportunity to address the UPMCHS Executive Committee and the Foundation Affiliation Oversight Committee prior to their taking any final vote as outlined in Section 11.3 of the Integration and Affiliation Agreement. UPMCHS and Children's shall provide the health plan with a copy of Section 11.3 of the Integration and Affiliation Agreement and the names of the members of the UPMCHS Executive Committee and the Foundation Affiliation Oversight Committee. Once this process under Section 11.3 of the Integration and Affiliation Agreement is invoked, it shall be concluded and the decision of the Committees communicated to the health plan within 90 days.
- 14.9. At the conclusion of the process described in Section 11.3 of the Integration and Affiliation Agreement, a dissatisfied health plan may trigger arbitration, as set forth below, before an independent body. To

trigger arbitration, a health plan must make a written request of Children's, UPMCHS or UPP, whichever is applicable.

- A. The arbitration panel will be an independent body made up of seven representatives. The Children's Foundation shall appoint three members; the Mayor of the City of Pittsburgh shall appoint one member; the Allegheny County Chief Executive shall appoint one member; and the Pittsburgh Regional Healthcare Initiative shall appoint two members.
- B. The health plans and UPMCHS, the pediatric specialists of UPP or Children's, whichever is applicable, shall each submit to the independent body their last contract offer and a statement of contract issues outlining those which have been agreed to and those which remain in dispute.
- C. The independent body may reject a request for arbitration if the disputed contract issues and terms exceed the agreed upon contract issues and terms and order the parties to engage in another 60 days of negotiation.
- D. The independent body may retain such experts or consultants, none of whom may have any connection or affiliation with the health plan, Children's, UPMCHS or the pediatric specialists of UPP, to aid it in its deliberations. The cost of such experts or consultants shall be divided equally between the health plan on the one hand, and Children's, UPMCHS or the pediatric physicians of UPP on the other hand.

14.10. If during the course of the negotiation process outlined above,

UPMCHS, Children's, the pediatric specialists of UPP, or the health plan has failed to propose a contract prior to arbitration, the arbitration panel shall impose the proposed terms of the party which did make a proposal. If both sides submit proposed contracts, the independent body shall inform UPMCHS, Children's, the pediatric physicians and the health plan of information the independent body believes would be helpful in making a decision. The independent body shall not prohibit the presentation to it for consideration of information by UPMCHS, Children's, the pediatric specialists of UPP, or the health plan, including but not limited, to the following:

- A. The current contract between the health plan and Children's or UPP.
- B. The historic reimbursement contract rates for Western Pennsylvania and Allegheny County.
- C. The rate of inflation as measured by the Medical Care Portion of the Consumer Price Index, since the current contract between the health plan and the provider was entered and the extent to which any price increases built into the contract were less than the rate of inflation.
- D. Inflation factors in Western Pennsylvania and Allegheny County for healthcare and medical services.
- E. The average reimbursement rates for other children's hospitals ranked in the top five nationally by U.S. News & World Report,

as collected and aggregated by the Children's Health Corporation of America, as adjusted for the difference in the cost of living for the Pittsburgh MSA as compared to the home MSA of each of the five hospitals.

- F. The costs incurred in providing services to Children's patients.
- G. The actuarial impact of a proposed contract or rates charged by the health plan and a comparison of these rates in the Service Area of Children's with health plan rates in other parts of the country.
- H. Whether a price proposed by the provider for Children's services or for services of the pediatric specialists of UPP would subsidize the UPMC Health Plan.
- I. The price paid by the health plan at similar children's hospitals.
- J. Whether a proposed risk contract puts UPMCHS at risk to provide additional care without additional compensation.
- K. The expected patient volume, which likely will result from the contract.

14.11. The independent body shall not consider the extent to which a health plan is or is not purchasing other hospital or physician services from UPMCHS.

14.12. Once the arbitration process has been invoked, the independent body shall set rules for confidentiality, exchange and verification of information and procedures to insure the fairness for all involved.

- 14.13. The independent body may select either the health plan's contract or the contract of Children's, UPMCHS or the pediatric physicians of UPP, whichever is applicable, or impose contract terms it believes are reasonable. The parties are bound by the decision of the independent body.
- 14.14. Because of the important interests affected, the arbitration process shall commence within twenty (20) days after triggered by a health plan and shall not exceed three (3) days, and the independent body shall render its determination within seven (7) days after the conclusion of the review. The parties, by agreement, or the independent body, because of the complexity of the issues involved, may extend any of the time periods in this section, but the arbitration process shall take no more than ninety (90) days.
- 14.15. UPMCHS, Children's or the pediatric specialists of UPP and the health plans shall each bear the cost of their respective presentations to the independent body and shall each bear one-half of any other costs associated with the independent review.
- 14.16. During the above independent final review, if a health plan has a contract for Children's services and the pediatric specialists of UPP, they will continue to pay the reimbursement rates set forth in that contract. This amount will be adjusted retroactively to reflect the actual pricing agreed to in the contract.
- 14.17. If a health plan has no contract for Children's services and the pediatric specialists of UPP, the health plan shall pay for all services

by Children's or the pediatric specialists of UPP, for which payment has not been made, an amount equal to the average reimbursement rates for other children's hospitals ranked in the top five nationally by U.S. News & World Report, as collected and aggregated by the Children's Health Corporation of America, as adjusted for the difference in the cost of living for the Pittsburgh MSA as compared to the home MSA of each of the five hospitals. This amount will be adjusted retroactively to reflect the actual pricing agreed to in the contract.

14.18. If the amounts paid pursuant to paragraphs 14.16 and 14.17 are less than the amounts owed under the contract awarded as the result of arbitration, the health plan shall pay interest on the difference. If the amounts paid pursuant to paragraphs 14.16 and 14.17 are greater than the amounts owed under the contract awarded as the result of arbitration, UPMCHS, Children's or the pediatric specialists of UPP shall pay interest on the difference. For purposes of calculating interest due under this paragraph, the interest rate shall be the U.S. prime lending rate offered by Mellon Bank of Pittsburgh or its successor as of the date of the independent body's decision on arbitration.

14.19. It shall not be a violation of this agreement for UPMCHS to offer one contract which includes hospital and pediatric specialists of UPP, subject to the provisions of Section 19.

15. Staff Privileges

- 15.1. UPMCHS and Children's shall maintain the current medical staff at Children's Hospital using criteria as set forth in the current Children's medical staff bylaws and credentialing policy and as established by the Joint Commission on Accreditation of Health Care Organizations and consistent with practices and contractual obligations at Children's as of the date of this Final Order and any current or future regulatory requirements.
- 15.2. Employment by UPMCHS or participation in the UPMC Health Plan shall not be criteria for granting staff privileges at Children's.
- 15.3. UPMCHS and Children's shall not prohibit, as a condition of staff privileges at Children's, a physician from practicing at other facilities. UPMCHS and Children's may not engage in "economic credentialing" meaning that staff privileges at Children's are granted or conditioned on the amount of business or patients a physician brings or may bring to Children's, unless related to quality of care requirements.

16. Nonexclusivity

- 16.1. UPMCHS shall not enter into a provider contract with any health plan on terms which prohibit Children's from contracting with any other health plan for any services Children's offers.
- 16.2. UPMCHS shall not enter into a provider contract with any health plan on terms which prohibit the health plan from contracting with any other health care provider for pediatric hospital or physician services.

- 16.3. UPMCHS shall not prohibit pediatric physicians, who are members in any UPMC physician-hospital network, but who are not employees of UPP or UPMCHS, from participating in any other physician-hospital networks, health plans, or integrated delivery systems.
17. **Employment of Physicians** - UPMCHS shall give the Attorney General 30 days notice prior to the closing of any agreement to employ or acquire a pediatric primary care physician or group practice within Allegheny, Armstrong, Beaver, Butler, Fayette, Washington and Westmoreland Counties. This obligation to give notice shall not arise if the employment or acquisition of a pediatric primary care physician will not increase the number of pediatric primary care physicians UPMCHS and Children's employs in counties listed in this paragraph beyond the number employed on the date of entry of this Final Order.
18. **Residency Programs** - UPMCHS and Children's shall continue to offer pediatric residency rotations to hospitals in Allegheny, Armstrong, Beaver, Butler, Fayette, Washington and Westmoreland Counties to the extent they currently do so.
19. **Non-Tying Provision**
- 19.1. UPMCHS shall not require an insurer, network or other payor to have a contract with any or all UPMCHS-owned facilities as a condition of having a contract for Children's services or the services of the pediatric specialists of UPP.
- 19.2. UPMCHS shall not require that an insurer, network or other payor agree not to contract with certain hospitals, health systems or other

providers as a condition of having a contract for Children's services or the services of the pediatric specialists of UPP.

19.3. UPMCHS shall not require a hospital, health system or other provider to have a contract with the UPMC Health Plan in order for that hospital, health system or other provider to be able to refer patients to Children's.

19.4. UPMCHS shall not require that a hospital, health system or other provider agree not to contract with certain insurers, networks or other payors in order for that hospital, health system or other provider to be able to refer patients to Children's.

20. **Nondiscrimination**

20.1. UPMCHS shall not discriminate against a patient of Children's or the pediatric specialists of UPP from the Service Area of Children's based upon the location where the patient resides, the patient's health plan or the patient's choice of primary care physician.

20.2. UPMCHS shall not discriminate against health plans, physicians or other medical providers based on ownership or employment of health plans, physicians or other medical providers in the provision of medically necessary services, or the release of medical records or information about patients who receive treatment or services from Children's or the pediatric specialists at UPP.

21. **"Most Favored Nations" Provisions in Contracts With Health Plans -**

UPMCHS shall not enter into any provider contract for Children's services with any health plan on terms that include a "most favored nations clause." If

there is an existing "most favored nations clause" in current Children's provider contracts, UPMCHS agrees not to renew or extend such contracts without deleting that clause. UPMCHS shall inform the Attorney General of the presence of a "most favored nations clause" in any existing Children's provider contract by providing a list of such contracts to the Attorney General not more than sixty (60) days from entry of this Final Order.

22. **Future Sales and Acquisitions of Hospital Assets** - UPMCHS shall not acquire any hospital in Allegheny, Armstrong, Beaver, Butler, Fayette, Washington or Westmoreland County, or permit any hospital in these counties to acquire UPMCHS, without providing written notice at least ninety (90) days prior to the date of closing consistent with the Commonwealth of Pennsylvania, Office of Attorney General, Review Protocol for Fundamental Change Transactions Affecting Health Care Nonprofits. UPMCHS agrees in regard to the above to waive the confidentiality protections under the Hart-Scott-Rodino Act, 15 U.S.C. § 18a(h), the Antitrust Civil Process Act, 15 U.S.C. §§ 1311 et seq and any other applicable confidentiality provisions in effect as of the date of this Final Order, for the purpose of allowing the United States Department of Justice or the Federal Trade Commission and the Pennsylvania Office of Attorney General to share documents, information and analyses.
23. **Binding on Successors and Assigns** - The terms of this Final Order are binding on UPMCHS and Children's, their directors, officers, managers, employees, successors and assigns, including but not limited to, any person or entity to whom UPMCHS or Children's may be sold, leased or otherwise

transferred, during the term of the Final Order. UPMCHS and Children's shall not permit any substantial part of UPMCHS and Children's to be acquired by any other entity unless that entity agrees in writing to be bound by the provisions of this Final Order.

24. **Transfer of Children's Functions to Another UPMCHS Facility** - If any clinical service currently provided at Children's as of the date of this Final Order is relocated from Children's to another UPMCHS facility, the terms of this Final Order shall apply to that clinical service.
25. **Complaint Procedure** - Any person, health care provider, health plan, or consumer of medical services, who wishes to report a possible violation of this Final Order shall send a written description of the alleged violation to the Chief Deputy Attorney General, Antitrust Section, Office of Attorney General, and the Chief Deputy Attorney General, Charitable Trusts & Organizations Section, 14th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120 and to UPMCHS's President, 200 Lothrop Street, Pittsburgh, PA 15213. UPMCHS shall respond in writing to the complainant and to the Attorney General within thirty (30) days from the receipt of any complaint. If the complaint is still unresolved, the Attorney General will attempt to negotiate a satisfactory resolution. If UPMCHS believes a complaint to be frivolous, it may so advise the Attorney General, and its obligations under this paragraph will be satisfied unless it is otherwise advised by the Attorney General to respond more fully to the complaint. UPMCHS will cooperate with the Attorney General to attempt to resolve the complaint.

26. **Compliance** - If the Attorney General receives a complaint pursuant to paragraph 25 of this Final Order, upon reasonable notice during normal business hours, any duly authorized representative of the Attorney General shall be permitted:
- A. access to all non-privileged books, ledgers, accounts, correspondence, memoranda, other records and documents relevant to the complaint, in the possession or under the control of UPMCHS, relating to any matters contained in this Final Order; and
 - B. to interview officers, managers or employees regarding any matters relevant to the complaint contained in this Final Order.
27. **Reimbursement of Expenses** - Upon entry of this Final Order, Children's and UPMCHS shall jointly pay \$50,000 to reimburse the Attorney General's costs incurred to conduct its investigation, which payment shall be used for future Public Protection Division purposes.
28. **Enforcement**
- 28.1. If the Attorney General believes that there has been a violation of this Final Order, UPMCHS shall be promptly notified thereof. The Attorney General shall thereafter permit UPMCHS a reasonable opportunity to cure any alleged violation without instituting legal action. If the alleged violation is not substantially cured by UPMCHS within sixty (60) days of the notification, the Attorney General may thereafter seek to undertake any remedial action deemed appropriate. This time period shall be extended in circumstances where the sixty (60) day period is not sufficient time to cure the alleged violation.

28.2. If the Attorney General prevails, in any action or proceeding it brings to enforce this Final Order or otherwise arising out of or relating hereto, the Court shall award costs and expenses, including a reasonable sum for attorneys' fees.

29. **Legal Exposure** - No provision of this Final Order shall be interpreted or construed to require UPMCHS to take any action, or to prohibit UPMCHS from taking any action, if that requirement or prohibition would expose UPMCHS to significant risk of liability for any type of negligence (including negligent credentialing or negligence in making referrals) or malpractice.
30. **Notices** - All notices required by this Final Order shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, to:

If to the Attorney General:

Chief Deputy Attorney General
Charitable Trusts & Organizations Section
Office of Attorney General
14th Floor, Strawberry Square
Harrisburg, PA 17120
and

Chief Deputy Attorney General
Antitrust Section
Office of Attorney General
14th Floor, Strawberry Square
Harrisburg, PA 17120

If to UPMCHS:

President, UPMCHS
200 Lothrop Street
Pittsburgh, PA 15213

cc to:

Senior Vice President and Counsel
UPMC Health System
Suite 11086, Forbes Tower
200 Lothrop Street
Pittsburgh, PA 15213-2582

31. **Averment of Truth** - UPMCHS and Children's aver that, to the best of their knowledge, the information they have provided to the Attorney General in connection with this Final Order is true, and that no material information has been intentionally withheld.
32. **Termination** - This Final Order shall expire on the twentieth (20th) anniversary of its date of entry if it has not terminated prior to that time as provided in Paragraph 33.
33. **Modification** - If either the Attorney General or UPMCHS believes that modification of this Final Order would be in the public interest, that party shall give notice to the other, and the parties shall attempt to agree on a modification. If the parties agree on a modification, they shall jointly petition the Court to modify the Final Order. If the parties cannot agree on a modification, the party seeking modification may petition the Court for modification and shall bear the burden of persuasion that the requested modification is in the public interest.
34. **Retention of Jurisdiction** - Unless this Final Order is terminated early pursuant to Paragraph 33, jurisdiction is retained by the Orphans Court

Division of the Court of Common Pleas of Allegheny County for twenty (20) years to enable any party to apply to this Court for such further orders and directions as may be necessary and appropriate for the interpretation, modification and enforcement of this Final Order.

35. **No Admission of Liability** - UPMCHS and Children's, desiring to resolve the Attorney General's concerns without trial or adjudication of any issue of fact or law, have consented to entry of this Final Order, which is not an admission of liability by UPMCHS or Children's as to any issue of fact or law and may not be offered or received into evidence in any action as an admission of liability.
36. **Condition Precedent** - This Final Order shall become null and void if the definitive agreement between UPMCHS, Children's and Children's Hospital of Pittsburgh Foundation dated September 5, 2001 is terminated, enjoined or otherwise not performed.

Dated this ____ day of October, 2001

COMMONWEALTH OF PENNSYLVANIA UPMC HEALTH SYSTEM

By: _____

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By: _____

Jeffrey A. Romoff, President and Chief
Executive Officer

Attest:

CHILDREN'S HOSPITAL OF PITTSBURGH
and CHILDREN'S HOSPITAL OF
PITTSBURGH FOUNDATION

By: _____

Ronald L. Violi, President

Attest:

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**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
ORPHANS' COURT DIVISION**

IN RE: CHILDREN'S HOSPITAL OF)	
PITTSBURGH AND CHILDREN'S)	
HOSPITAL OF PITTSBURGH)	NO. 6425 of 2001
FOUNDATION)	

Pennsylvania Nonprofit Corporations

FINAL ORDER

HONORABLE ROBERT A. KELLY

Copies Sent To:

Alexis L. Barbieri
Executive Deputy Attorney General
Director, Public Protection Division

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Chief Deputy Attorney General
Antitrust Section

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